

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit A, dated August 3, 1992, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made

by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

- h. The holder shall prepare a seedbed by distributing topsoil uniformly.
- i. The holder shall seed all disturbed (bladed) areas with the seed mixture(s) listed below. The seed mixture(s) shall be planted in the amounts specified in pounds of pure live seed (PLS)/acre. There shall be no primary or secondary noxious weed seed in the seed mixture. Seed shall be tested and the viability testing of seed shall be done in accordance with State law(s) and within 3 months prior to purchase. Commercial seed shall be either certified or registered seed. The seed mixture container shall be tagged in accordance with State law(s) and available for inspection by the authorized officer.

Seed shall be planted using a drill equipped with a depth regulator to ensure proper depth of planting where drilling is possible. The seed mixture shall be evenly and uniformly planted over the disturbed area. (Smaller/heavier seeds have a tendency to drop to the bottom of the drill and are planted first. The holder shall take appropriate measures to ensure this does not occur.) Where drilling is not possible, seed shall be broadcast and the area shall be raked or chained to cover the seed. When broadcasting the seed, the pounds per acre noted below are to be doubled. The seeding will be repeated until a satisfactory stand is established as determined by the authorized officer. Evaluation of growth will not be made before completion of the first growing season after seeding.

Seed Mixture

Species of Seed	Pounds/acre PLS
Slender Wheatgrass	2.5
Western Wheatgrass	2.0
Thickspike Wheatgrass	1.5
Yellow Sweetclover	.5
(for loam or heavier soils)	
or	
Slender Wheatgrass	2.5
Western Wheatgrass	2.0
Prairie Sandreed	1.5
Yellow Sweetclover	.5
(for sandy or light soils)	
Total 6.5 lbs/acre PLS	

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture = portion of seed mixture that is PLS.

- j. The holder shall construct waterbars on all disturbed areas to the spacing and cross sections specified by the authorized officer. Waterbars are to be constructed to: (1) simulate the imaginary contour lines of the slope; (2) drain away from the disturbed area; and (3) begin and end in vegetation or rock whenever possible. [on slopes greater than 30%]
- k. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment.
- l. The holder shall coordinate with the affected existing rights-of-way holders.
- m. The holder shall contact the grazing lease/permit holders before crossing their federally leased land.
- n. The buried telephone cable, when and if abandoned, should be left in place with only above-surface encumbrances to be removed.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

X [Signature]
(Signature of Holder)

[Blank]
(Title)

Aug 5 1992
(Date)

Mary Alice Spencer
(Signature of Authorized Officer)

Area Manager, Powder River R. A.
(Title)

August 10, 1992
(Effective Date of Grant)

RAILROAD COMPANY

PIPELINE PERMIT NO. PX95-20210

AGREEMENT made this day of November 17, 1995, between COMPANY, a Delaware corporation, hereinafter called 'Burlington,' and TELEPHONE COOPERATIVE, INC., hereinafter called 'Permittee,' whose address is:

WITNESSETH:

Permittee, for and in consideration of the fee (FEES WAIVED) herein provided to be paid by Permittee to Burlington, and of the covenants and promises hereinafter made to be observed and performed by Permittee, does hereby grant to Permittee license and permission to excavate for, construct, maintain, and operate UNDERGROUND FIBER OPTIC TELECOMMUNICATIONS CABLE INSIDE A 2.44" STEEL CASING PIPE, TO BE BURIED AT A MINIMUM OF TWENTY TWO (22) FEET, CROSSING TRACKS AT AN ANGLE OF 90-DEGREES, INSTALLATION BY JACK AND BORE, WITH FACE OF JACKING/RECEIVING PITS A MINIMUM OF 25-FEET FROM CENTERLINE OF NEAREST TRACK, hereinafter referred to as 'Facility' upon, along or across the Right-of-Way of Burlington, underneath the surface thereof, and under the tracks of Burlington, as the case may be, at or near DECKER Station, in the County of Big Horn, State of Montana to be located as follows, to wit:

Line Segment: 0320 Survey Station: n/a Mile Post: 14.84

Prior to installation, 48 hours' advance notice must be given to the following offices:

Network Control Center	1-800-533-2891
Roadmaster	R. E. Adler, Sheridan WY, 307-751-1236
Signal Supervisor	P. Kuhnkey, Shelby MT, 406-265-0328
Telecommunications Supervisor	R. W. Southworth, Havre MT, 406-265-0245

Also, upon completion of your work on BN property, advise the Roadmaster, allowing final inspection of the site.

Permittee in consideration of such license and permission hereby covenants and promises as follows:

1. For this Permit, Permittee will pay ~~in~~ advance, the sum of Four Hundred Fifty Dollars (\$450) for the entire time this Permit remains in effect and Permittee will also pay or reimburse ~~Burlington~~ for all taxes and assessments that may be levied or assessed against said Facility. ~~Burlington~~ reserves the right to change the fee on future Permits at any time without notice. This provision shall in no way affect Burlington's right to terminate said Permit pursuant to Paragraph 10 hereof. Either party hereto may assign any receivables due them under this Agreement, provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this Agreement. (PERMIT FEE WAIVED)

2. Permittee, at Permittee's sole cost and expense, shall excavate for, construct, reconstruct, maintain and repair said Facility placing same in accordance with the specifications provided in application dated 10/25/95, heretofore approved by ~~Burlington~~. Permittee shall fill in the excavation and restore the surface of the ground upon which the Facility is located to its previous condition subject to the Division Roadmaster's approval. Said Division Roadmaster shall have the right at any time when in his/her judgment it becomes necessary or advisable to require any material used in the work to be replaced with like material or with material of a more permanent character, also to require additional work or change of location of said Facility as a matter of safety and/or appearance, or on account of additional tracks being laid, change of grade thereof, construction of a building, or for any other reason whether or not connected with the operation, maintenance, or improvement of ~~Burlington~~ railroad, all of which shall be done at the expense of Permittee in the manner herein provided.

3. Permittee shall give to the Division Roadmaster at least two (2) days advance notice of any work to be done by Permittee in the excavation for, construction, reconstruction, maintenance, repair, change of location, or removal of said Facility, and shall conduct said work in such a manner as not to interfere with the maintenance and operation of ~~Burlington~~ railroad.

4. In the event that Burlington performs any work, furnishes any material or flagging service, or incurs any expense whatsoever on account of the excavation for, construction, reconstruction, maintenance, repair, change of location, removal of the Facility, or otherwise, Permittee shall reimburse Burlington for the cost thereof within twenty (20) days after bills are rendered therefor. If the excavation for, construction, reconstruction, maintenance, repair, change of location, or removal of the Facility, requires any or all of the following work: removal and replacement of track, bridging, protection of track, or other railroad facilities by work or flagging, engineering, and/or supervision, such work is to be performed by Burlington employees and the cost borne by Permittee.

5. (a) PERMITTEE IS PLACED ON NOTICE THAT FIBER OPTIC, COMMUNICATIONS, CONTROL SYSTEMS, AND OTHER TYPES OF CABLES MAY BE BURIED ON BURLINGTON'S PROPERTY. Before beginning work, Permittee shall telephone Burlington's Communications Network Control Center at 1-800-533-2891 (a 24 hour number) to determine if cable systems are buried on Burlington's property to be used by Permittee. The Communications Network Control Center will contact the appropriate personnel to have cables located and make arrangements with Permittee as to the protective measures that must be adhered to prior to the commencement of any work on Burlington's property. In addition to the liability terms elsewhere in this Agreement, Permittee shall indemnify and hold Burlington harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Permittee, its contractor, agents and/or employees, that cause or in any way or degree contribute to (1) any damage to or destruction of any telecommunications system by Permittee, and/or its contractor, agents and/or employees, on Burlington's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Burlington's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies).

6. In the event any cathodic electrolysis or other electrical grounding system is installed in connection with the Facility which, in the opinion of Burlington, interferes with train signals in any way, telephone or telegraph lines, or other facilities of Burlington, Permittee, upon being informed by Burlington of such interference, shall forthwith discontinue operation of and remove said grounding system, or take such steps as may be necessary to avoid and eliminate all such interference. Permittee further agrees to indemnify and save harmless Burlington from and against any damages, claims, losses, suits, or expenses in any manner arising from or growing out of interference with the signals, telephone, or telegraph lines of Burlington by the operation, use, or existence of any such grounding system.

7. Permittee shall and hereby releases and discharges Burlington of and from any and all liability for damage to or destruction of said Facility, and any other property of Permittee located on or near Burlington's premises, and shall and hereby assumes any and all liability for injury to or death of any and all persons whomsoever, including officers, employees, and agents of the parties hereto, and loss of or damage to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of the parties hereto, in any manner arising from or during the excavation for, construction, reconstruction, use, maintenance, repair, or removal of said Facility, however such injury, death, loss, damage, or destruction aforesaid may occur or be caused, and shall and hereby does indemnify and save harmless Burlington of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses arising or growing out of or in connection with any such injury, death, loss, damage, or destruction aforesaid. Permittee further agrees to appear and defend in the name of Burlington in any suits or actions at law brought against Burlington on account of any such personal injury or death, and loss and damage to or destruction of property, and to pay and satisfy any final judgment that may be rendered against Burlington in any such suit or action. THE LIABILITY ASSUMED BY PERMITTEE SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE LOSS, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BURLINGTON, ITS AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE.

8. Permittee shall not transfer or assign this Agreement without the written consent of Burlington.

9. Nothing herein contained shall imply or import a covenant on the part of Burlington for quiet enjoyment.

10. It is expressly understood and agreed that Burlington may at any time cancel and terminate this license and permission by giving to Permittee thirty (30) days written notice of its intention to cancel the same and at the expiration of such notice this license and permission shall terminate. Upon receipt of such notice and before the expiration thereof, Permittee, under the supervision and direction of Burlington's Superintendent Maintenance & Engineering, or his authorized representative, shall remove said Facility from the Right-of-Way of Burlington and restore the Right-of-Way and premises of Burlington in a manner and to such condition as shall be satisfactory to said Superintendent Maintenance & Engineering. If Permittee fails to remove the Facility and restore said Right-of-Way to such condition within said thirty (30) day period, Burlington at its option may remove same and restore said Right-of-Way to its previous condition, and Permittee shall pay to Burlington the cost and expense thereof.

11. Upon any failure of Permittee to punctually and strictly observe and perform the covenants and promises made herein by Permittee to be kept and performed, Burlington may terminate this Agreement on ten (10) days notice to Permittee, remove said Facility, and restore said Right-of-Way to its previous condition at the cost and expense of

Permittee.

12. Any notices given under the provisions of this Agreement shall be good if properly deposited with the United States Postal Service addressed to Permittee at Permittee's post office address above stated.

13. The license and permission herein granted is subject to permits, leases, and licenses, if any, heretofore granted by affecting the premises upon which said Facility is located.

Subject to the foregoing provisions, this Agreement and all of the covenants and promises thereof, shall inure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first hereinabove written.

TELEPHONE
COOPERATIVE, INC. (Permittee)

By:

Title

Witnesses:

RAILROAD COMPANY

By:

For:
Assistant Vice President

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CERTIFICATE OF SERVICE

I, Rita H. Bolden, certify that a copy of the foregoing Comments of the National Telephone Cooperative Association in CC Docket No. 96-98 re Dialing Parity/Number Administration/Notice of Technical Changes/Access to Rights of Way was served on this 20th day of May 1996, by first-class, U.S. Mail, postage prepaid, to the following persons on the attached list:

Rita H. Bolden
Rita H. Bolden

Chairman Reed E. Hundt
Federal Communications Commission
1919 M Street, N.W., Room 814-0101
Washington, D.C. 20554

Commissioner James H. Quello
Federal Communications Commission
1919 M Street, N.W., Room 802-0106
Washington, D.C. 20554

Commissioner Rachelle B. Chong
Federal Communications Commission
1919 M Street, N.W., Room 844-0105
Washington, D.C. 20554

Commissioner Susan Ness
Federal Communications Commission
1919 M Street, N.W., Room 832-0104
Washington, D.C. 20554

Mr. Kent Nilsson, Chief
Network Services Division
Common Carrier Bureau
Federal Communications Commission
2000 L Street, N.W., Room 253
Washington, D.C. 20554

International Transcription Service
2100 M Street, N.W.
Suite 140
Washington, D.C. 20037

Ms. Gloria Shambley
Network Services Division
Common Carrier Bureau
2000 M Street, N.W.,
Suite 210
Washington, D.C. 20554